



BellSouth Telecommunications, Inc.  
333 Commerce Street, Suite 2101  
Nashville, TN 37201-3300

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RECEIVED  
REGULATORY DIVISION

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Gay M. Hicks  
General Counsel

EXECUTIVE SECRET  
615 214 6301  
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July 19, 2001

**VIA HAND DELIVERY**

Mr. David Waddell, Executive Secretary  
Tennessee Regulatory Authority  
460 James Robertson Parkway  
Nashville, Tennessee 37243-0505

Re: *Approval of the Amendment to the Interconnection Agreement Negotiated by BellSouth Telecommunications, Inc. and Trivergent Communications, Inc. Pursuant to Sections 251 and 252 of the Telecommunications Act of 1996.*

Docket No. 01-00420  
01-00631

Dear Mr. Waddell:

Pursuant to Section 252(e) of the Telecommunications Act of 1996, Trivergent Communications, Inc. and BellSouth Telecommunications, Inc. are hereby submitting to the Tennessee Regulatory Authority ("TRA") the original and thirteen copies of the attached Petition for Approval of the Amendment to the Interconnection Agreement dated June 30, 2000. The Amendment adds rates for 4-wire DS1 that were established by the TRA.

Thank you for your attention to this matter.

Sincerely yours,

Guy M. Hicks

GMH/jej

Enclosure

cc: Hamilton E. Russell, III, Trivergent Communications, Inc.  
Riley Murphy, Esquire, Attorney for Trivergent Communications, Inc.  
Don Baltimore, Esquire, Attorney for Trivergent Communications, Inc.

BEFORE THE TENNESSEE REGULATORY AUTHORITY  
Nashville, Tennessee

In re: *Approval of the Amendment to the Interconnection Agreement Negotiated by BellSouth Telecommunications, Inc. and Trivergent Communications, Inc. Pursuant to Sections 251 and 252 of the Telecommunications Act of 1996*

Docket No. 01-00420  
01-00631

**PETITION FOR APPROVAL OF THE  
AMENDMENT TO THE INTERCONNECTION AGREEMENT  
NEGOTIATED BETWEEN BELL SOUTH TELECOMMUNICATIONS, INC.  
AND TRIVERGENT COMMUNICATIONS, INC.  
PURSUANT TO THE TELECOMMUNICATIONS ACT OF 1996**

COME NOW, Trivergent Communications, Inc. ("Trivergent") and BellSouth Telecommunications, Inc., ("BellSouth"), and file this request for approval of the Amendment to the Interconnection Agreement dated June 30, 2000 (the "Amendment") negotiated between the two companies pursuant to Sections 251 and 252 of the Telecommunications Act of 1996, (the "Act"). In support of their request, Trivergent and BellSouth state the following:

1. Trivergent and BellSouth have successfully negotiated an agreement for interconnection of their networks, the unbundling of specific network elements offered by BellSouth and the resale of BellSouth's telecommunications services to Trivergent. The Interconnection Agreement was approved by the Tennessee Regulatory Authority ("TRA") on October 24, 2000.

2. The parties have recently negotiated an Amendment to the Agreement which adds rates for 4-wire DS1 that were established by the TRA. A copy of the Amendment is attached hereto and incorporated herein by reference.

3. Pursuant to Section 252(e) of the Telecommunications Act of 1996, Trivergent and BellSouth are submitting their Amendment to the TRA for its consideration and approval.

The Amendment provides that either or both of the parties is authorized to submit this Amendment to the TRA for approval.

4. In accordance with Section 252(e) of the Act, the TRA is charged with approving or rejecting the negotiated Amendment between BellSouth and Trivergent within 90 days of its submission. The Act provides that the TRA may only reject such an agreement if it finds that the agreement or any portion of the agreement discriminates against a telecommunications carrier not a party to the agreement or the implementation of the agreement or any portion of the agreement is not consistent with the public interest, convenience and necessity.

5. Trivergent and BellSouth aver that the Amendment is consistent with the standards for approval.

6. Pursuant to Section 252(i) of the Act, BellSouth shall make the Agreement available upon the same terms and conditions contained therein.

Trivergent and BellSouth respectfully request that the TRA approve the Amendment negotiated between the parties.

This 19<sup>th</sup> day of July, 2001.

Respectfully submitted,

BELLSOUTH TELECOMMUNICATIONS, INC.

By: \_\_\_\_\_

Guy M. Hicks  
333 Commerce Street, Suite 2101  
Nashville, Tennessee 37201-3300  
(615) 214-6301  
Attorney for BellSouth

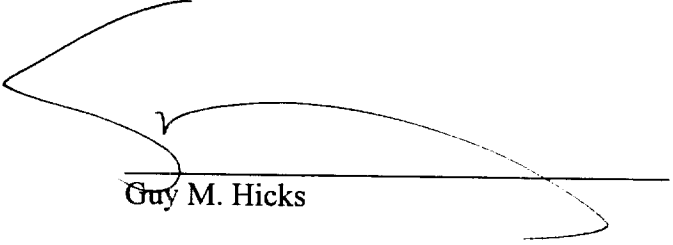
**CERTIFICATE OF SERVICE**

I, Guy M. Hicks, hereby certify that I have served a copy of the foregoing Petition for Approval of the Amendment to the Interconnection Agreement on the following via United States Mail on the 19<sup>th</sup> day of July, 2001:

Hamilton E. Russell, III  
Executive Vice President of Regulatory Affairs  
Trivergent Communications, Inc.  
200 North Main Street, Suite 303  
Greenville, SC 29601

Riley Murphy, Esquire  
General Counsel  
Trivergent Communications, Inc.  
200 North Main Street, Suite 303  
Greenville, SC 29601

Don Baltimore, Esquire  
Farrar & Bates  
211 Seventh Avenue North, Suite 420  
Nashville, TN 37219-1823



Guy M. Hicks

Exhibit 1

**AMENDMENT  
TO THE  
AGREEMENT BETWEEN  
TRIVERGENT COMMUNICATIONS, INC.  
AND  
BELL SOUTH TELECOMMUNICATIONS, INC.  
DATED JUNE 30, 2000**

Pursuant to this Amendment, (the "Amendment"), TriVergent Communications, Inc. ("TCI"), and BellSouth Telecommunications, Inc. ("BellSouth"), hereinafter referred to collectively as the "Parties," hereby agree to amend that certain Interconnection Agreement between the Parties dated June 30, 2000 ("Agreement").

WHEREAS, BellSouth and TCI entered into the Agreement on June 30, 2000, and;

NOW THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby covenant and agree as follows:

1. The rate for the 4-Wire DS1 Digital Loop, established by the TRA in Docket No. 97-01262, is hereby added to Attachment 2, Exhibit C hereto and incorporated herein by reference as Exhibit 1.
2. The Parties further agree that the rates set forth in Exhibit 1 of this amendment will be retroactive to November 13, 2000.
3. All of the other provisions of the Agreement, dated June 30, 2000, shall remain in full force and effect.
4. BellSouth is authorized to submit this Amendment to the respective state regulatory authorities for approval subject to Section 252(e) of the Federal Telecommunications Act of 1996.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed by their respective duly authorized representatives on the date indicated below.

**TriVergent Communications, Inc.**  
By: Randy McDougald  
Name: Randy McDougald  
Title: VP Operations  
Date: 5/14/01

**BellSouth Telecommunications, Inc.**  
By: Pat C. Fisher  
Name: Patricia C. Fisher  
Title: Marketing Director  
Date: 5/14/01

Unbundled Network Elements  
TENNESSEEExhibit 1-TN  
Attachment 2  
Exhibit C

UNBUNDLED NETWORK ELEMENT	UNBUNDLED NETWORK ELEMENT AS STATED IN DOCKET 97-01282	Not in TRA Docket 97- 01282	BCS	USOC	RATES				OSS RATES																																																																																																																																																																																																																																																
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Incremental Charge - Manual Svc Order vs. Electronic-Disc A468T	\$0.00
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